
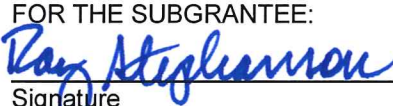




SNOHOMISH COUNTY GRANT AGREEMENT FACE SHEET

1. Subgrantee Name and Address: City of Everett – Police Dept. 3002 Wetmore Ave Everett, WA 98201		2. Grant Agreement Amount: \$ 33,092		3. Grant Agreement Number: E12-203							
4. Subgrantee Contact: Tracey Versteeg 425-257-8447		5. Grant Agreement Start Date: 3/1/2014		6. Grant Agreement End Date: 5/31/2014							
7. County Program Manager Contact : Bill Ekse 425-388-5761 Tammy Jones 425-388-5072		8. Data Universal Numbering System (DUNS): 020619728		9. UBI # (state revenue): 313-014-461							
10. Funding Authority: Snohomish County (County), Washington State Military Department (Department) and the U.S. Department of Homeland Security (DHS)											
11. Federal Funding Source Agreement #: EMW-2011-SS-00030-S01		12. Department Funding Code (PI): 713UP, 713UT, 713UX, 713UQ, 713UA		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.067 - UASI							
14. TIN: 91-6001248											
15. Service Districts: (Legislative District): 38 (Congressional District): 2		16. Service Area by County(ies): Snohomish		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____							
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency									
20. Subgrantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Subgrantee Type (check all that apply) <input checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER									
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS) FFY 2011 Homeland Security Grant Program (HSGP) funds to enhance the ability of state, local, and tribal governments to prevent, protect against, respond to, and recover from terrorist attacks and other disasters. The HSGP is comprised of five interconnected grant programs: State Homeland Security Program (SHSP), Urban Area Security Initiative (UASI), Operation Stonegarden (OPSG), Metropolitan Medical Response System (MMRS), and Citizen Corps Program (CCP).											
The County and Subgrantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Approved Projects (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.											
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table border="0"> <tr> <td>1. Applicable Federal and State Statutes and Regulations</td> <td>2. Approved Projects</td> </tr> <tr> <td>3. Special Terms and Conditions</td> <td>4. General Terms and Conditions, and,</td> </tr> <tr> <td>5. Other provisions of the grant agreement incorporated by reference.</td> <td></td> </tr> </table>						1. Applicable Federal and State Statutes and Regulations	2. Approved Projects	3. Special Terms and Conditions	4. General Terms and Conditions, and,	5. Other provisions of the grant agreement incorporated by reference.	
1. Applicable Federal and State Statutes and Regulations	2. Approved Projects										
3. Special Terms and Conditions	4. General Terms and Conditions, and,										
5. Other provisions of the grant agreement incorporated by reference.											
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year last specified below.											
FOR THE COUNTY:  Signature _____ Date 4/15/2014 John Lovick, Snohomish County Executive			FOR THE SUBGRANTEE:  Signature _____ Date 4/9/2014 Ray Stephanson, City of Everett Mayor								
 Signature _____ Date 4-15-2014 John Pennington, Director Snohomish County DEM			APPROVED AS TO FORM: City Attorney  Signature _____ Date 4/8/14								
			ATTEST: City Clerk  Signature _____ Date 4/9/14								
CONTRACT FORM ONLY Reviewed and Approved: Gordon W. Sivley, Deputy Prosecuting Attorney 2/21/12											

SPECIAL TERMS AND CONDITIONS**ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBGRANTEE		COUNTY	
Name	Tracey L. Versteeg	Name	Bill Ekse
Title	Finance Manager, Everett PD	Title	Regional Coordinator – UASI
E-Mail	<u>tversteeg@everettwa.gov</u>	E-Mail	<u>Bill.Ekse@co.snohomish.wa.us</u>
Phone	425-257-8447	Phone	425-388-5061
Name	Lt. Rod Sniffen	Name	Tammy Jones
Title	Special Operations, Everett PD	Title	Regional Coordinator - SHSP
E-Mail	<u>rsniffen@everettwa.gov</u>	E-Mail	<u>Tammy.Jones@co.snohomish.wa.us</u>
Phone	425-257-8568	Phone	425-388-5072

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subgrantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Subgrantee, upon written request by the County, the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Subgrantee shall comply with all applicable federal laws, regulations and guidance referenced in the "Fiscal Year 2011 Homeland Security Grant Program Guidance and Application Kit, Section I – Application and Review Information, May 2011" and "Fiscal Year 2011 GPD Preparedness Grant Programs Guidance and Application Kit Section II – Award Administration Information" which can be found at <http://www.fema.gov/government/grant/hsgp/index.shtm> and are hereby incorporated in and made a part of this Agreement.
6. The Subgrantee shall comply with the **Federal Funding Accountability and Transparency Act** (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and Attachment #1 attached to and made a part of this Agreement.

ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. The Subgrantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Subgrantee agrees that it will not hold the County, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.
2. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by County or Department key personnel.
3. The Subgrantee will submit reimbursement requests to the County by submitting a State Form A-19 Invoice form and a completed reimbursement spreadsheet (in the format provided by the County) detailing the expenditures and projects for which reimbursement is sought. Reimbursement requests shall be submitted to the County's key personnel and must be submitted no more frequently than monthly; and it is required that invoices be submitted at least quarterly.
4. Copies of receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be included with the Subgrantee's reimbursement requests. Originals are to be maintained by the Subgrantee and be made available upon request by the County, the Department, and local, state, or federal auditors.
5. All work under this Grant Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the County within 20 days after the Grant Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
6. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Subgrantee and invoiced by the vendor.
7. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice and packing slip** or a statement **signed and dated** by the Subgrantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
8. Failure to timely submit complete reports and reimbursement requests as required by this Grant Agreement (including but not limited to those reports in the Milestone Timeline and

the Work Plan) will prohibit the Subgrantee from being reimbursed until such complete reports and reimbursement requests are submitted and the County has had reasonable time to conduct its review.

9. Final reimbursement requests will not be approved for payment if Subgrantee is not current with all reporting requirements contained in this Grant Agreement.

ARTICLE IV – REPORTING REQUIREMENTS

1. The Subgrantee shall submit bi-annual progress reports as indicated in the Milestone Timeline.
2. The Subgrantee shall submit a final report describing completed activities under this Grant Agreement within 20 days of Grant Agreement End Date.

ARTICLE V – EQUIPMENT MANAGEMENT

All equipment purchased under this Grant Agreement, by the Subgrantee or a contractor, will be recorded and maintained in the Subgrantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Subgrantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Subgrantee, or a recognized subgrantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Subgrantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Subgrantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Subgrantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subgrantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Subgrantee shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subgrantee to determine the cause of the difference. The Subgrantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Subgrantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the County.
7. If the Subgrantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subgrantee with no further obligation to the awarding agency.

- b. Items of equipment with a current per-unit fair market value of \$5,000 or more may be retained or sold and the Subgrantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Subgrantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and subgrantee who receive pass-through funding from this Grant Agreement.

ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION

1. The Subgrantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. <http://www.fema.gov/plan/ehp/index.shtm>
2. The Subgrantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Subgrantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. If potential impact is identified, EHP review is required prior to project implementation. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

ARTICLE VII – PROCUREMENT

The Subgrantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed \$100,000 must be submitted to the County for review and approval prior to the Subgrantee's award and execution of a contract. This requirement must be passed on to all of the Subgrantee's sub-contractors, at which point the Subgrantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

ARTICLE VIII – SUBGRANTEE MONITORING

1. The County will monitor the activities of the Subgrantee from award to closeout. The goal of the County's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Grant Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Monitoring activities may include, but are not limited to:
 - a. review of performance reports;
 - b. monitor and document the completion of Grant Agreement deliverables;
 - c. documentation of phone calls, meetings, e-mails and correspondence;
 - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
 - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
 - f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Subgrantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Grant Agreement.

ARTICLE IX – GRANT AGREEMENT MODIFICATION REQUESTS

A Subgrantee may request a modification to the Grant Agreement in writing to the County key personnel. Modifications may be requested for Grant Agreement end date, budget or scope change. Such modification shall be made in accordance with General Terms and Conditions A.4.

ARTICLE X – NIMS COMPLIANCE

1. The Subgrantee agrees that in order to receive Federal Fiscal Year 2011 (FFY11) federal preparedness funding, the National Incident Management System (NIMS) compliance requirements for 2011 must be met.
2. In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
3. All local government and Tribal Nations subgrantees should update their respective NIMS Compliance Assistance Support Tool (NIMSCAST) assessments and, if necessary, submit a Corrective Action Plan via NIMSCAST for FFY10. Corrective Action Plans are only required if a jurisdiction fails to meet one of the NIMS implementation activities. Comprehensive information concerning NIMS implementation for States, Tribal nations, local governments, nongovernmental organizations, and the private sector is available through the National Integration Center (NIC) at FEMA's NIMS Resource Center at <http://www.fema.gov/nims>.
4. Local governments and tribal nations should continue to implement NIMS training guidance (course curricula and instructor qualifications) contained in the *NIMS Training Plan*, released in September 2011 and any successor guidance released by FEMA. [Note: Coursework and training developed and/or delivered by National Wildfire Coordinating Group (NWCG) meet the course and instructor requirements of the *NIMS Training Plan*]. NIMS training guidance is available on FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims/NIMSTrainingCourses.shtm>.

ARTICLE XI – HSGP SPECIFIC REQUIREMENTS

1. The Washington State Military Department receives grant funding each year from the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) through the Homeland Security Grant Program (HSGP). The HSGP grants fund a wide range of preparedness activities including planning, organization, equipment purchase, training, exercises, and grant management and administration costs.
2. The FFY 2011 HSGP grant requires the following caps and thresholds:
 - a. Up to 5 percent may be used for management and administrative purposes associated with the HSGP award.
 - b. At least 34 percent of UASI appropriated funds are to be dedicated for applicable projects which support Law Enforcement Terrorism Prevention Act (LETPA) activities, including support to Fusion Centers.
 - c. UASI subgrantees are allowed a maximum of 50 percent for personnel costs.

Individual subgrantees contract budgets may vary, but state-wide and/or regional compliance must meet these caps and thresholds, and will be monitored by the County and the Department.

3. Use of UASI funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
4. UASI-funded projects must address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism,

5. The Subgrantee shall use UASI funds to perform tasks as described in the Projects of the Subgrantee's application for funding, as approved by the County and the Department.
6. Exercises should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted. https://hseep.dhs.gov/pages/1001_HSEEP7.aspx
7. Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at: <http://www.rkb.us/>.
8. The Subgrantee or a Subcontractor shall submit all proposed equipment purchases to the Committee on Homeland Security, Subcommittee on Equipment to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs will occur until the appropriate approvals have been obtained.
9. Equipment purchased with funds from DHS grant programs should be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" whenever possible.

GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, the following terms will have the meaning set forth below:

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Subgrantee"** means the government or other eligible legal entity to which a subgrant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Subgrantee and any sub-contractor retained by the Subgrantee as permitted under the terms of this Grant Agreement. The term "Subgrantee" and "Contractor" may be used interchangeably in this Agreement.
- c. **"Subgrantee Agent"** means the official representative and alternate designated or appointed by the Subgrantee in writing and authorized to make decisions on behalf of the Subgrantee .
- d. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, Snohomish County is the Grantee. The Grantee and the County are one and the same.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. **"Investment Justification"** means grant application investment justification submitted by the Subgrantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. **"PL"** – is defined and used herein to mean the Public Law.
- h. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- i. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- j. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities as subrecipients that expend \$500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

A Subgrantee required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Subgrantee has the responsibility of notifying its auditor and requesting an audit in compliance with

Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The Subgrantee shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subgrantee must respond to County or Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County reserves the right to recover from the Subgrantee all disallowed costs resulting from the audit.

Once the single audit has been completed, the Subgrantee must send a full copy of the audit to the County and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Subgrantee must send the audit and the letter no later than nine (9) months after the end of the Subgrantee's fiscal year(s) to:

Regional Coordinator
Snohomish County – Dept. of Emergency Management
720 80th Street SW, Building A
Everett, WA 98203

In addition to sending a copy of the audit, the Subgrantee must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If Subgrantee claims it is exempt from the audit requirements of Circular A-133, Subgrantee must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subgrantee fiscal year(s) to the same address shown above. The County retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subgrantee shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the Subgrantee's failure to comply with said audit requirements may result in one or more of the following actions in the County's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The County shall make no payments in advance or in anticipation of goods or services to be provided under this Grant Agreement. The Subgrantee shall not invoice the County in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subgrantee or the County may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the County and the Subgrantee. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subgrantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The County and the Subgrantee agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the Subgrantee certifies that the Subgrantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the County, the Subgrantee shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subgrantee for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the Subgrantee agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subgrantee certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to sub-recipients for any amount. With respect to covered transactions, the Subgrantee may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the Excluded Parties List System (EPLS) maintained by the federal General Services Administration (GSA). The Subgrantee also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List."

A.8 CONFLICT OF INTEREST

No officer or employee of the County; no member, officer, or employee of the Subgrantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the Subgrantee who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND POLICIES

The Subgrantee and all its contractors shall comply with, and the County is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on

Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the Subgrantee's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the County may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The Subgrantee is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.10 DISCLOSURE

The use or disclosure by any party of any information concerning the County for any purpose not directly connected with the administration of the County's or the Subgrantee's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the County. However, the parties acknowledge that the County, the Department, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.11 DISPUTES

The County and the Subgrantee shall make every effort to resolve disputes arising out of or relating to this Grant Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Grant Agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

A.12 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the Subgrantee, its successors or assigns, will protect, save and hold harmless the County, the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subgrantee, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the Subgrantee further agrees to defend the County, the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the County or the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County or the Department, and (2) the Subgrantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subgrantee, or Subgrantee's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.13 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Grant Agreement represent that they have the authority to bind their respective organizations to this Grant Agreement. Only the County's Authorized Signature representative and the Authorized Signature representative of the Subgrantee or assigned Alternate for the Subgrantee, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subgrantee shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Grant Agreement.

A.14 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion or end date, the County may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Grant Agreement as a "Termination for Cause" without providing the Subgrantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Grant Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the County has no obligation to do so.

A.15 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the Subgrantee.

A.16 NONDISCRIMINATION

The Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.17 NOTICES

The Subgrantee shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.18 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subgrantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subgrantee's performance under this Grant Agreement. To the extent allowed by law, the Subgrantee further agrees to indemnify and hold harmless the County, and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the County, as a result of the failure of the Subgrantee to so comply.

A.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The County makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Subgrantee. The Subgrantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the County, the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.20 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.22 PUBLICITY

The Subgrantee agrees to submit to the County prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the County's name is mentioned or language used from which the connection of the County's name may, in the County's judgment, be inferred or implied. The Subgrantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the County. The Subgrantee may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.23 RECAPTURE PROVISION

In the event the Subgrantee fails to expend funds under this Grant Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Subgrantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs thereof, including attorney fees.

A.24 RECORDS

- a. The Subgrantee agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subgrantee's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The Subgrantee's records related to this Grant Agreement and the projects funded may be inspected and audited by the County, the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subgrantee

with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.

- c. The records shall be made available by the Subgrantee for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subgrantee's normal working day.
- d. The Subgrantee shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.25 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the County and the Department undertake to assist the Subgrantee with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the Subgrantee. The County and the Department undertake no responsibility to the Subgrantee, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subgrantee, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subgrantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The Subgrantee shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subgrantee in connection with the project. The Subgrantee shall not look to the County, the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.26 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subgrantee hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subgrantee will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The Subgrantee shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the Subgrantee.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUBGRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Subgrantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the County in any manner whatsoever. The Subgrantee will not be presented as nor claim to be an officer or employee of the County or of the State of Washington by reason of this Grant Agreement, nor will the Subgrantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the Subgrantee shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subgrantee or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the Subgrantee may terminate this Grant Agreement by providing written notice of such termination to the County's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the County, in its sole discretion, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subgrantee. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Subgrantee from incurring additional obligations of funds. In the event of termination, the Subgrantee shall be liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the County, in its sole discretion, determines the Subgrantee has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subgrantee unable to perform any aspect of the

Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the County, has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The County may notify the Subgrantee in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Subgrantee an opportunity to cure if it is not feasible as determined solely within the County's discretion. Any time allowed for cure shall not diminish or eliminate the Subgrantee liability for damages or otherwise affect any other remedies available to the County. If the County allows the Subgrantee an opportunity to cure, the County shall notify the Subgrantee in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the County, or if such corrective action is deemed by the County to be insufficient, the Grant Agreement may be terminated in whole or in part.

The County reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the Subgrantee from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subgrantee, if allowed, or pending a decision by the County to terminate the Grant Agreement in whole or in part.

In the event of termination, the Subgrantee shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subgrantee: (1) was not in default or material breach, or (2) failure to perform was outside of the Subgrantee's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the County terminates this Grant Agreement, the Subgrantee shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the County may require the Subgrantee to deliver to the County any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the County shall pay to the Subgrantee agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the County prior to the effective date of Grant Agreement termination, and the amount agreed upon by the Subgrantee and the County for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the County, (iii) other work, services and/or equipment or supplies which are accepted by the County, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the County shall determine the extent of the liability of the County. The County shall have no other obligation to the Subgrantee for termination. The County may withhold from any amounts due the Subgrantee such sum as the County determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Subgrantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Subgrantee under the orders and sub-contracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the Grant Agreement had been completed, would have been required to be furnished to the County;
- f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Subgrantee and in which the County has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Subgrantee may be required to provide to the County copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subgrantee is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The Subgrantee may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the County in writing. The County's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Snohomish County, Washington. The Subgrantee, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

The Washington State Military Department Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to prepare for, prevent, protect against, respond to and recover from terrorist attacks and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY 2011 Homeland Security Grant Program (HSGP) is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise, training, planning, organization, equipment, and administration needs of citizen preparedness and of emergency responders.

City of Everett – Police Department (herein known as the Subgrantee) has been approved for the following projects:

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MILESTONE TIME LINE**FFY11 Homeland Security Grant Program (HSGP)
URBAN AREA SECURITY INITIATIVE (UASI)**

TIME LINE	TASK
March 1, 2014	Start of Grant Agreement performance period
Within 30 days of expenditure	Submission of Reimbursement Requests and Progress Report
May 31, 2014	Agreement End Date. All work ceases. Contract and Grant performance period ends.
June 15, 2014	Submission of Final Reimbursement Request and Progress Report.

Budget Sheet
FFY11 Homeland Security Grant Program (HSGP)
URBAN AREA SECURITY INITIATIVE (UASI)
City of Everett

SOLUTION AREAS	CATEGORIES	ALLOCATION	THRESHOLD
PLANNING	Salaries & Benefits	\$ -	
	Goods & Services	\$ -	
	Travel/Per Diem	\$ -	
	Pass Through - Personnel	\$ -	
	Pass Through - Non-personnel	\$ -	
	Subtotal	\$ -	
EQUIPMENT	Equipment	\$ 33,092	
	Equipment - Pass Through	\$ -	
	Subtotal	\$ 33,092	
TRAINING	Salaries & Benefits	\$ -	
	Pass Through - Non-personnel	\$ -	
	Subtotal	\$ -	
EXERCISE	Salaries & Benefits	\$ -	
	Goods & Services	\$ -	
	Pass Through - Non-personnel	\$ -	
	Subtotal	\$ -	
MANAGEMENT & ADMINISTRATION			
	Salaries & Benefits	\$ -	
	Goods & Services	\$ -	
	Travel/Per Diem	\$ -	
	Subtotal	\$ -	
TOTAL ALLOCATION AMOUNT:		\$ 33,092	
Less Equipment Pass Through (direct contract with MD)		\$ -	
TOTAL AGREEMENT AMOUNT		\$ 33,092	
Law Enforcement Terrorism Prevention Activities		\$ -	
Personnel Expenses:		\$ -	

Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without prior written authorization from Snohomish County.

**ADDITIONAL AGREEMENT PROVISIONS
for Compliance With the
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)**

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD or by the Federal Contractor Registry (CCR). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.ccr.gov. WMD encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below:

Officer 1 Name	
Officer 1 Total Compensation amount	
Officer 2 Name	
Officer 2 Total Compensation amount	
Officer 3 Name	
Officer 3 Total Compensation amount	
Officer 4 Name	
Officer 4 Total Compensation amount	
Officer 5 Name	
Officer 5 Total Compensation amount	

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization:

Grant

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

11

PROJECT TITLE:

FFY11 Homeland Security
Grant Program

____ Briefing
____ Proposed Action
____ Consent
☒ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
☒ Budget Advisory

COUNCIL BILL #

Originating Depart.

Contact Person

Phone Number

FOR AGENDA OF

Police

D/C Dan Templeman

425-257-8493

4/2/2014

Initialed by:

Department Head

CAA

Council President

VA
db
gm

Location

Preceding Action

Attachments

Agreement;

Special Terms and Conditions

Department(s) Approval

Legal

Amount Budgeted	-0-	
Expenditure Required	\$33,092.00	Account Number(s): Rev. 002-333-9707-203 Exp. 031-532-0000-640
Budget Remaining	-0-	
Additional Required	\$33,092.00	

DETAILED SUMMARY STATEMENT:

The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to enhance the capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines, to include the acquirement of specialty equipment by emergency responders. This grant provides for the purchase of a tactical robot for the Snohomish County/Everett Police Department Region One SWAT team. This is an important technological upgrade that will increase the team's capabilities, enhance responder safety and improve threat identification and mitigation.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the necessary documents with the Snohomish County Department of Emergency Management to accept funds in the amount of \$33,092.00 for the purchase of a tactical robot under the FFY11 Homeland Security Grant Program.

*Council approved
4/2/14 SZ*